

BellSouth Telecommunications, Inc.
Regulatory & External Affairs
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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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January 30, 2004

040099-TP

Mrs. Blanca S. Bayo
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

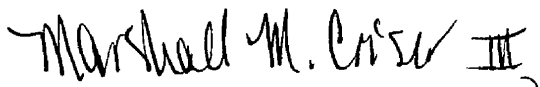
Re: Approval of Two Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Intermedia Communications, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Two Amendments to Interconnection, Unbundling, Resale, and Collocation Agreement with Intermedia Communications, Inc..

If you have any questions, please do not hesitate to call Kathleen Arant at (850) 222-9380.

Very truly yours,


Regulatory Vice President (10/16)

**Amendment to the Agreement
Between
Intermedia Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 17, 2002**

Pursuant to this Amendment, (the "Amendment"), Intermedia Communications, Inc. (Intermedia), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties for the State of Florida dated June 17, 2002 ("Agreement").

WHEREAS, BellSouth and Intermedia entered into the Agreement on June 17, 2002, and;

WHEREAS, BellSouth and Intermedia desire to amend the Agreement in order to modify provisions pursuant to the August 5, 2003 United States Bankruptcy Court Order approving the settlement and compromise of certain matters ("Settlement Agreement") with BellSouth Telecommunications, Inc. and WorldCom, Inc.;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree Section 4.2.12 of Attachment 8 shall be deleted in its entirety and replaced with the following:

4.2.12 The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim. The disputing Party will make full payment including any disputed amounts to the billing Party within thirty (30) calendar days after the Bill Date.

2. The Parties agree Sections 4.2.12.3.1 and 4.2.12.3.2 of Attachment 8 shall be deleted in their entirety and replaced with the following:

4.2.12.3.1 Left Blank Intentionally

4.2.12.3.2 Left Blank Intentionally

3. The Parties agree Section 4.2.18.1 of Attachment 8 shall be deleted in its entirety and replaced with the following:

4.2.18.1 Under no circumstances shall MCI withhold any payment at any time during the processing of a billing dispute. If payment of account is not received by the Bill Date in the month after the original Bill Date, the billing Party may provide written notice to the billed Party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth (15th) calendar day following the date of the notice. In addition the billing Party may, at the same time, give thirty (30) calendar days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice. Notwithstanding any other provision of this Agreement, BellSouth may deny, disconnect, discontinue, or refuse applications for those services for which MCI has not made payment. If the Parties are still unable to resolve the dispute, then the Parties may pursue all dispute resolution measures available under this Agreement.

4. All other provisions in the Agreement dated June 17, 2002 shall remain unchanged and in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Act. However, by filing this amendment incorporating said rates, neither Party waives its right to file opposition to the approval of this Amendment under Section 252(e)(2) nor does either Party waive its rights to seek judicial review of the rates contained herein.
6. The provisions of Paragraph 3 of this Amendment shall be effective as November 18, 2003, and shall continue for a period of two years from the Settlement Effective Date, as that term is defined in the Settlement Agreement. To the extent necessary to give effect to the two-year term, the provisions of Paragraph 3 of this Amendment shall survive the expiration of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Pat C. Fink
Name: PAT C. FINK
Title: DIRECTOR
Date: 12/17/03

Intermedia Communications Inc.

By: Marcel Henry
Name: Marcel Henry
Title: VP
Date: 12/15/03

**AMENDMENT
TO THE
AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 17, 2002**

Pursuant to this Amendment, (the "Amendment"), Intermedia Communications, Inc. ("Intemedia"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 17, 2002 ("Agreement") and shall be deemed effective as of September 1, 2003.

WHEREAS, BellSouth and Intemedia entered into the Agreement on June 17, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree Part A, Section 21.2.3 shall be deleted in its entirety and replaced with the following:

21.2.3 Subject to reasonable security requirements and at the expense of the auditing Party, either Party may audit the books, records and other documents, including but not limited to PIU, PLU, and PLF reports, of the other Party for the purpose of evaluating usage pertaining to transport and termination of local traffic. The Parties shall retain records of call detail for a minimum of nine months from which usage audits, including a PIU and PLU, can be ascertained. Either Party may request an audit for such purpose once each Contract Year. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Any such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

2. The Parties agree Part A, Section 21.2.6 is created to read:

21.2.6 Percent Local Facility Each Party shall report to the other on a per state basis a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

3. The Parties agree Attachment 8, Section 2.1.2.1 is created to read:

2.1.2.1 Intemedia shall order DS1 Combos.(DS1 loop plus DS1 interoffice transport) using the Local Service Request ("LSR") process.

4. The Parties agree Attachment 8, Section 3.4.1.1 is deleted in its entirety and replaced with the following:

3.4.1.1 For service requests from Intemedia to BellSouth, the Parties will use a) an Access Service Request ("ASR") for Local Interconnection Trunks and Facilities purchased pursuant to Attachment 4; and b) a Local Service Request (LSR), for Unbundled Network Elements and Ancillary Services. For any other service requests, Intemedia will utilize the request format specified by BellSouth. BellSouth will process and complete service requests at such intervals for FOC returns as shall be established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements.

5. The Parties agree Attachment 8, Section 4.2.12.7 is created to read as follows:

4.2.12.7 Upon mutual agreement, the parties may modify, clarify or change the billing dispute and escalation procedures set forth herein for any particular disputes.

6. The Parties shall delete Section 9.4, 9.4.1, 9.4.2, 9.4.3 and 9.4.4 of Attachment 4 of the Interconnection Agreement and in lieu thereof shall substitute the following:

9.4 Beginning May 1, 2003, the terminating Party will bill the originating Party a rate of \$.0007 per minute of use (MOU) for Local Traffic delivered to the terminating Party. This rate is a composite rate. Neither Party shall charge the other for any other rate elements associated with reciprocal compensation.

9.4.1 Left Blank Intentionally

9.4.2 Left Blank Intentionally

9.4.3 Left Blank Intentionally

9.4.4 Left Blank Intentionally

7. The Parties agree Attachment 4, Section 9.7.2.1 shall be created to read:

9.7.2.1 The Parties acknowledge that in certain instances it is not technically feasible for BellSouth to provide EMI data for Transit Traffic, including but not limited to misrouting by the originating carrier and misrouting due to number portability. The Parties acknowledge that misrouting due to number portability is an industry problem that has been recognized, but not resolved, by the Ordering and Billing Forum. BellSouth is developing a solution that will be implemented no later than October 1, 2003. Provided that BellSouth's solution allows call detail information to be recorded and delivered for traffic that has been misrouted due to number portability, BellSouth will provide such records to Intemedia. Further, BellSouth shall cooperate with Intemedia to provide information to Intemedia and otherwise cooperate with Intemedia to allow Intemedia to bill any carrier for whom BellSouth transmitted traffic to Intemedia, and BellSouth shall provide available information to Intemedia necessary to the resolution of any such billing dispute, or necessary to allow Intemedia to identify the volume and identity of the third parties originating such traffic.

8. **The Parties hereby mutually agree to incorporate into Table 1 of Attachment 1 of the Agreement the rates set forth in Exhibit A to this Amendment, which is attached hereto and incorporated herein by this reference.**
9. **All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.**
10. **Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.**

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Pat C. Fink

Name: PATRICK FINKEN

Title: DIRECTOR

Date: 8/28/03

Intermedia Communications, Inc.

By: Marcel Henry

Name: Marcel Henry

Title: Vice President - NCCM

Date: 8/25/03

LOCAL INTERCONNECTION - Florida																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Table 1					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																
	Single Rate for Local Traffic and ISP-bound Traffic, per MOU (6/14/03-10/5/03)					0.0007										